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**Attorneys for Plaintiffs Coach, Inc.  
And Coach Services, Inc.**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation;  
COACH SERVICES, INC., a Maryland  
Corporation,

Plaintiffs,  
vs.

ASIA PACIFIC TRADING COMPANY, INC., a California Corporation; COMECO, LLC, a California Limited Liability Company; MIRAGE EYEWEAR, INC., a California Corporation; DAVID HSU, an individual; SUNGLASS EXPERTS, INC., a California Corporation dba ANGEL EYES; and DOES 1-10, inclusive.

## Defendants.

) CASE NO. 09-0035 PSG (PLAx)  
)  
) **[PROPOSED] ORDER RE**  
) **CONSENT JUDGMENT**  
) **INCLUDING A PERMANENT**  
) **INJUNCTION OF DEFENDANT**  
) **SUNGASS EXPERTS, INC.**

Plaintiffs Coach, Inc. and Coach Services, Inc. (collectively “Plaintiffs” or “Coach”) and Defendant Sunglass Experts, Inc. (“Defendant”) has entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendant, having agreed to consent to the below terms, it is hereby:

**ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

1       2. Coach is the owner of the trademark “COACH” and U.S. Registration No.  
2 2,832,589 for the Signature “C” logo (hereinafter collectively “Coach Marks”).



3       3. Plaintiffs have alleged that Defendant's purchase and sale of Infringing  
4 Products (namely, A8016CC-AG, A2733CC-AG, A2642CG-AG, and A2692CG-AG)  
5 which infringe upon the Signature “C” logo constitutes trademark infringement and  
6 unfair competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and  
7 under the common law.

8       4. Defendant Sunglass Experts and their agents, servants, employees and all  
9 persons in active concert and participation with them who receive actual notice of this  
10 Final Judgment are hereby permanently restrained and enjoined from infringing upon  
11 the Signature “C” logo, either directly or contributorily, in any manner, including  
12 generally, but not limited to manufacturing, importing, distributing, advertising, selling  
13 and/or offering for sale any unauthorized product bearing the Signature “C” logo, or  
14 marks confusingly similar or substantially similar to the Signature “C” logo, and,  
15 specifically from:

16           (a) Using the Signature “C” logo or any reproduction, counterfeit, copy  
17 or colorable imitation of the Signature “C” logo in connection with the manufacture,  
18 importation, distribution, advertisement, offer for sale and/or sale of products  
19 comprising not the genuine merchandise of Coach, or in any manner likely to cause  
20 others to believe that such products are connected with Coach or Coach’s genuine  
21 merchandise bearing the Signature “C” logo;

22           (b) Passing off, inducing or enabling others to sell or pass off any  
23 products or other items that are not Coach’s genuine merchandise as and for Coach’s  
24 genuine merchandise;

25           (c) Knowingly leasing space to any tenant who is engaged in the  
26 manufacturing, purchasing, production, distribution, circulation, sale, offering for sale,

1 importation, exportation, advertisement, promotion, display, shipping, marketing of  
2 Infringing Products;

3 (d) Committing any other acts calculated to cause purchasers to believe  
4 that Defendant's products are Coach's genuine merchandise unless they are such;

5 (e) Knowingly shipping, delivering, holding for sale, distributing,  
6 returning, transferring or otherwise moving, storing or disposing of in any manner  
7 items falsely bearing the Signature "C" logo, or any reproduction, counterfeit, copy or  
8 colorable imitation of same; and

9 (f) Knowingly assisting, aiding or attempting to assist or aid any other  
10 person or entity in performing any of the prohibited activities referred to in Paragraphs  
11 4(a) to 4(e) above.

12 5. Without any admission of liability, the parties have agreed that  
13 Defendants shall pay to Plaintiffs an amount in settlement of Plaintiffs' demand for  
14 damages, profits, costs, disbursements, and attorneys' fees based upon Defendants'  
15 alleged infringing activities. Plaintiffs and Defendants shall bear their own costs  
16 associated with this action.

17 6. The execution of this Final Judgment shall serve to bind and obligate the  
18 parties hereto.

19 7. The jurisdiction of this Court is retained for the purpose of making any  
20 further orders necessary or proper for the construction or modification of this Final  
21 Judgment, the enforcement thereof and the punishment of any violations thereof.  
22 Except as otherwise provided herein, this action is fully resolved with prejudice as to  
23 Defendant Sunglass Experts, Inc.

24 ORDER

25 **IT IS SO ORDERED.**

26 DATED: January 25, 2010

27 **PHILIP S. GUTIERREZ**

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Hon. Philip S. Gutierrez  
**United States District Judge**